



Amendment No. 6
 to
 Contract No. NA150000086
 for
 Closed Captioning Services
 between
 Texas Closed Captioning, LLC
 and the
 City of Austin, Texas

1.0 The City hereby amends the above referenced contract to increase the total contract amount by \$60,000.00.

2.0 The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/31/2015 – 07/30/2018	\$450,000.00	\$450,000.00
Amendment No. 1: Administrative Increase 01/17/2017	\$ 58,000.00	\$508,000.00
Amendment No. 2: Administrative Increase 11/09/2017	\$ 15,000.00	\$523,000.00
Amendment No. 3: Option 1 – Extension 07/31/2018 – 07/30/2019	\$150,000.00	\$673,000.00
Amendment No. 4: Administrative Increase 07/31/2018-07/30/2019	\$ 59,000.00	\$732,000.00
Amendment No. 5: Option 2 – Extension 07/31/2019-07/30/2020	\$150,000.00	\$882,000.00

Amendment No. 6: Contract Increase 12/11/2019	\$882,000.00 <u>+\$60,000.00</u> \$942,000.00	\$942,000.00
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Revised 8/4/2014

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:



January 8, 2020

Terry S. McGinty, President

Printed Name: _____

Authorized Representative

Signature & Date:



Lynnette Hicks

Procurement Specialist IV

City of Austin Purchasing Office

Texas Closed Captioning, LLC
 310 East 34th Street
 Austin, Texas 78705 512/953-3227
capitoningoffice@gmail.com



Amendment No. 5
to
Contract No. NA15000086
for
Closed Captioning Services
between
Texas Closed Captioning, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the above-referenced contract. This extension option will be effective July 31, 2019 through July 30, 2020. There is one (1) additional option remaining on the contract.
- 2.0 The total contract amount is increased by \$150,000.00 by this extension option period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 7/31/2015 - 7/30/2018	\$450,000.00	\$450,000.00
Amendment No. 1 : Administrative Increase 01/17/2017	\$58,000.00	\$508,000.00
Amendment No.2: Administrative Increase 11/09/2017	\$15,000.00	\$523,000.00
Amendment No. 3: Option 1 - Extension 07/31/2018- 07/30/2019	\$150,000.00	\$673,000.00
Amendment No. 4: Administrative Increase 07/31/2018 - 07/30/2018	\$59,000.00	\$732,000.00
Amendment No. 5: Option 2 - Extension 07/31/2019- 07/30/2020	\$150,000.00	\$882,000.00

- 3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Terry S. McGinty 5/10/19

Printed Name: Terry S. McGinty
Authorized Representative

Texas Closed Captioning, LLC
310 East 34th Street
Austin, Texas 78705
(512) 924-0210
captioningoffice@gmail.com

Signature & Date: Sarah Ramos 5.7.19

Sarah Ramos
Procurement Specialist II

City of Austin
Central Purchasing Office
124 West 8th Street, Ste. 310
Austin, TX 78701



Amendment No. 4
to
Contract No. NA150000086
for
Closed Captioning Services
between
Texas Closed Captioning, LLC
and the
City of Austin

- 1.0 The City hereby amends the above-referenced contract to administratively increase the total contract amount by \$59,000.
2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/31/2015 – 07/30/2018	\$450,000.00	\$450,000.00
Amendment No. 1: Administrative Increase 01/17/2017	\$58,000.00	\$508,000.00
Amendment No. 2: Administrative Increase 11/09/2017	\$15,000.00	\$523,000.00
Amendment No. 3: Option 1 – Extension 07/31/2018 – 07/30/2019	\$150,000.00	\$673,000.00
Amendment No. 4: Administrative Increase 07/31/2018-07/30/2019	\$59,000.00	\$732,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Terry S. McGinty 7/23/18

Printed Name: Terry S. McGinty, President
Authorized Representative

Sign/Date: Claudia Rodriguez 7/31/18

Printed Name: Claudia Rodriguez
Authorized Representative

Texas Closed Captioning, LLC
310 East 34th Street
Austin, Texas 78705
(512) 924-0210
texascaption@gmail.com

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



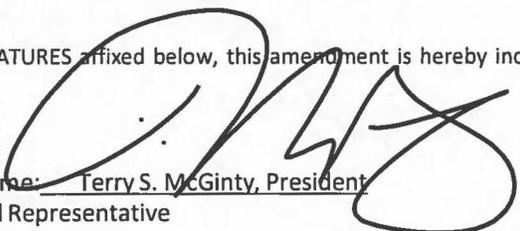
Amendment No. 3
to
Contract No. NA150000086
for
Closed Captioning Services
between
Texas Closed Captioning, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be July 31, 2018 through July 30, 2019. Two options will remain.
- 2.0 The total contract amount is increased by \$150,000.00 by this extension period. The total contract authorization is recapped below:

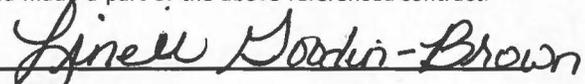
Action	Action Amount	Total Contract Amount
Initial Term: 07/31/2015 – 07/30/2018	\$450,000.00	\$450,000.00
Amendment No. 1: Administrative Increase 01/17/2017	\$58,000.00	\$508,000.00
Amendment No. 2: Administrative Increase 11/09/2017	\$15,000.00	\$523,000.00
Amendment No. 3: Option 1 – Extension 07/31/2018 – 07/30/2019	\$150,000.00	\$673,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: 
7/18/2018
Printed Name: Terry S. McGinty, President
Authorized Representative

Terry McGinty
Texas Closed Captioning, LLC
310 East 34th Street
Austin, Texas 78705
(512) 924-0210
texascaption@gmail.com

Sign/Date 
Printed Name _____

Linell Goodin-Brown 7-19-18
Contract Supervisor II

City of Austin,
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. NA15000086
for
Closed Captioning Services
between
Texas Closed Captioning, LLC
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced to make the following changes:

1.1 The City hereby amends the above referenced contract to increase available funding administratively in an amount not to exceed \$58,000 effective 1/13/2017.

1.2 Add Public Works Department as an authorized department on this contract.

1.2.1 Add to Section 5. INVOICES and PAYMENT, Paragraph A. to the 0400 – Supplemental Purchase Provisions with the following:

	City of Austin
Department	Austin Transportation Department
Attn:	Finance
Address	3701 Lake Austin Blvd
City, State Zip Code	Austin, TX 78703
Email:	atdaccountspayable@austintexas.gov

2.0 The total contract amount is increased by \$58,000.00. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 07/31/2015 – 07/30/2018	\$450,000.00	\$450,000.00
Amendment No. 1: Administrative Increase 01/17/2017	\$58,000.00	\$508,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

TEXAS CLOSED CAPTIONING, LLC

Terry S. McGinty

Signature

Terry S. McGinty

Printed Name of Authorized Person

President

Title

1/13/17

Date

CITY OF AUSTIN



Signature

JONATHAN DALCHAU

Printed Name of Authorized Person

SENIOR BUYER SPECIALIST

Title

1/17/2017

Date



City of Austin

Purchasing Office, Financial Services Department
P.O. Box 1088, Austin, TX 78767

July 31, 2015

Texas Closed Captioning, LLC
Terry S. McGinty
310 East 34th Street
Austin, TX 78705

Dear Ms. McGinty:

The Austin City Council approved the execution of a contract with your company for Real-Time Closed Captioning Services in accordance with the referenced solicitation.

Responsible Department:	Communications and Public Information Office
Department Contact Person:	Keith Reeves
Department Contact Email Address:	Keith.Reeves@austintexas.gov
Department Contact Telephone:	(512) 974-7952
Project Name:	Closed Captioning Services
Contractor Name:	Texas Closed Captioning
Contract Number:	NA150000086
Contract Period:	7/31/2015 – 7/30/2018
Dollar Amount	\$450,000.00
Extension Options:	Three 12-month options
Requisition Number:	RQM 5900 - 15010500118
Solicitation Number:	JRD0307
Agenda Item Number:	25
Council Approval Date:	6/4/2015

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Jonathan Dalchau
Senior Buyer
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Texas Closed Captioning, LLC ("Contractor")
for
Closed Captioning Services
MA 5900 NA15000086**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Texas Closed Captioning, LLC having offices at 310 East 34th Street, Austin, Texas 78705 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number Request for Proposal JRD0307.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City's Solicitation, Request for Proposal, JRD0307 including all documents incorporated by reference

1.1.3 Texas Closed Captioning, LLC Offer, dated April 10, 2015, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) additional twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total not-to-exceed amount of \$450,000 for the initial Contract term and a not-to-exceed amount of \$150,000 for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in Attachment A-Cost Sheet of Contractor's Proposal and in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

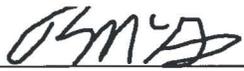
In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

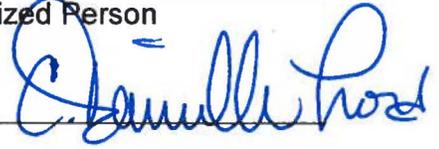
TEXAS CLOSED CAPTIONING, LLC

CITY OF AUSTIN

Terry S. McGinty
Printed Name of Authorized Person

JONATHAN DALCHAN / DANIELLE LORD
Printed Name of Authorized Person


Signature

 / 
Signature

Owner
Title:

SENIOR BUYER / CORPORATE PURCHASING MGR.
Title:

7/24/15
Date:

7/31/2015 / 7/31/15
Date:



Terry McGinty, CSR, RPR, RMR, RDR, CRR,
CCP, CBC, CART Level V
texascaption@gmail.com
512-924-0210 (phone)
TEXAS CLOSED CAPTIONING
310 E. 34th Street, Austin, TX 78705
www.texascaption.com

April 10, 2015

City of Austin Purchasing Office
Response Enclosed
124 West 8th Street, Room 310
Austin, TX 78701

Re: RFP JRD0307
Closed Captioning

Enclosed please find an original and one electronic copy of our response to the above referenced RFP.

Texas Closed Captioning, TCC, has been providing closed captioning services for the City of Austin since 1999. We are a local, woman-owned, small business.

We appreciate the opportunity to continue working with the City of Austin.

Sincerely,

Terry S. McGinty, President and Owner
CSR, RPR, RMR, RDR, CRR, CCP, CBC, CART Level V



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP JRD0307

COMMODITY/SERVICE DESCRIPTION: Closed Captioning Services

DATE ISSUED: March 30, 2015

REQUISITION NO.: 5900 15010500118

COMMODITY CODE: 91525, 96175

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

PROPOSAL CLOSING TIME AND DATE: 3:00 PM, Tuesday, April 14, 2015

Jonathan Dalchau
Senior Buyer
Phone: (512) 974-2938
E-Mail: jonathan.dalchau@austintexas.gov

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP JRD0307	Purchasing Office-Response Enclosed for Solicitation # RFP JRD0307
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 7870
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE
(Electronic copy should be a single scanned file of the original proposal per flash drive)

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	2
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – COMPLETE AND RETURN	1
0700	REFERENCE SHEET – COMPLETE AND RETURN IF REQUIRED	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – COMPLETE AND RETURN	1
Attachment A	COST SHEET	1
Attachment B	2015 AUSTIN CITY COUNCIL MEETING DATES	1
Attachment C	COUNCIL COMMITTEE SCHEDULE	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City’s MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City’s MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Texas Closed Captioning, LLC

Company Address: 310 East 34th Street

City, State, Zip: Austin, TX 78705

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Terry S. McGinty

Title: Owner/President

Signature of Officer or Authorized Representative: 

Date: 4/10/15

Email Address: Texascaption@gmail.com

Phone Number: 512.924.0210

*** Proposal response must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.
19. **WARRANTY-PRICE:**
- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
 - B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
 - C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY:**

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

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- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

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41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such

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meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

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52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

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- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the bid opening date. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.

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- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

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PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

Invoices shall be mailed to the below address:

	City of Austin
Department	Public Information Office
Attn:	Accounts Payable
Address	301 W. 2nd Street, City Hall 3rd Floor West
City, State Zip Code	Austin, TX 78701

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

7. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

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C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor’s direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:

- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
- (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

- (1) Utilize final Compilation data instead of Preliminary data
- (2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Consumer Price Index – Urban Wage Earners and Clerical Workers	
Series ID: CWUR0000SEMC	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. City Average	
Description of Series ID: Professional Services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

8. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
9. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Primary Contact:	Keith Reeves
	(O) 512-974-7952; (M) 512-944-3049
	Keith.Reeves@austintexas.gov
Alternate Technical Contact:	Abel Villarreal
	(O) 512-974-7951; (M) 512-363-7216
	Abel.Villarreal@austintexas.gov
Alternate Scheduling Contact:	Robert Heath
	(O) 512-974-3288; (M) 512-992-5992
	Robert.Heath@austintexas.gov
ATXN Control Room:	512-974-7980

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK
FOR
CLOSED CAPTIONING SERVICES FOR CITY OF AUSTIN: CITY COUNCIL MEETINGS**

1. PURPOSE

The City of Austin ("City") seeks proposals in response to this Request for Proposal ("RFP") from vendors qualified to provide real-time closed captioning services for regularly scheduled City Council meetings, City Council Work Sessions, and Mayor's Committee for People with Disabilities meetings. This contract will also require additional service for special programs, meetings, or news conferences on an as-needed basis as stipulated in this solicitation. The City estimates approximately 1,000 hours of closed captioning services over a given year.

The Contract will be utilized by the Communications and Public Information Department. The City reserves the right to allow other City Departments to utilize the Contract as needed.

2. SCOPE OF WORK

2.1. General Services

2.1.1. The Contractor shall provide closed captioning services for the following schedule meetings:

- 2.1.1.1. City Council Work Sessions held on Tuesdays (estimated 34 per year) from 9:00 A.M. until the meeting is adjourned. An average meeting ends at noon, but may run shorter or longer than published schedule hours. The Contractor is expected to provide closed captioning services until the meeting is adjourned.
- 2.1.1.2. The City Council meetings held on Thursdays (estimated 28 per year) from 10:00 A.M. until the meeting is adjourned. An average meeting ends at 10:00 P.M., but may run shorter or longer than published schedule hours. The Contractor is expected to provide closed captioning services until the meeting is adjourned.
- 2.1.1.3. The Mayor's Committee on People with Disabilities meets held on the 2nd Monday of the month from Noon – 1:30 P.M.
- 2.1.1.4. The Council Committee meetings held (estimated at 100 per year) as scheduled (Attachment C).
- 2.1.1.5. Additional meeting that may require closed captioning services including Budget Work Sessions and special called Council meetings indicated on the 2015 City Council meeting calendar (Attachment B). Additional meetings may be added throughout the year.

Note: Meeting dates are subject to change.

2.2. Additional Optional Services

- 2.2.1. The Contractor shall provide accurate closed captioning service for non-broadcast video. The Contractor shall indicate the logistics on how they would like to receive the video and the process they will take to add the captioned text to the video in post-production.
- 2.2.2. The Contractor shall provide accurate closed caption files indicated in Section 2.2.1. in any of the following formats: Scenarist Closed Caption (.SCC), .CPC MacCaption Files (.MCC), .xml, or .stl filename formats. If other file formats are available, please indicate.
- 2.2.3. The Contractor shall provide a Word document or text file of all captioned content from meetings or events within 12 hours of meeting completion via email.

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK
FOR
CLOSED CAPTIONING SERVICES FOR CITY OF AUSTIN: CITY COUNCIL MEETINGS**

2.2.4. If available, the Contractor shall provide for real time and/or post production closed captioning services in Spanish. The Contractor shall indicate any details that would pertain to providing captioning in Spanish (additional equipment necessary, logistics).

3. CONTRACTOR RESPONSIBILITIES & QUALIFICATIONS:

3.1. Contractor shall show proof each Captioner assigned to the contract is a Certified Realtime Reporter (CRR), and holds at least two of the following certificates:

Texas Certified Shorthand Reporter (CSR), or equivalent
Registered Professional Reporter (RPR)
Registered Merit Reporter (RMR)

Or hold similar certifications for Captioners and/or five years of verifiable experience provided in Part III – Qualifications and Experience of the 0600 – Proposal Preparation Instructions and Evaluation Factors.

3.2. Contractor shall have experience in live broadcast closed captioning services for at least five years, with a minimum translation rate of 99 percent (99%) and total error count of 5 percent (5%) or less.

3.3. Contractor shall provide captioning software from a reputable company that has been utilized successfully in the live closed captioning environment for at least five (5) years.

3.4. Contractor shall provide hardware enabling hookup and execution of closed captioning.

3.5. Contractor shall be able to provide enough qualified Captioners to adequately fulfill contract. A minimum of three (3) qualified Captioners are requested per City Council meeting. It is preferred that personnel be knowledgeable about the City of Austin and its local governance.

4. CITY RESPONSIBILITIES

4.1. The City will provide the Contractor access to equipment (closed caption encoder) and communications lines. The Contractor shall provide equipment for their Captioners to connect to these communications lines and equipment.

4.2. City will, to the best of our ability, request the closed captioning services at least three (3) days in advance and no less than one (1) hour in advance. The current City Council meeting schedule is shown in Attachment B.

5. OTHER

The Contractor is not constituted as an agent or employee of the City and shall not be entitled to any of the rights and privileges established for employees of the City such as vacation, sick leave with pay, paid days off, life, accident, and health insurance, or severance pay upon termination of the contract. It is further expressly agreed and understood that the City will not withhold any sum due or payable by or on behalf of the Contractor as withholding for income tax, social security, employment tax, or any other withholding pursuant to any law or requirement of any governmental body and that all such payments as may be required by law are the sole responsibility of the Contractor and the individual caption Contractors.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm’s headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Texas Closed Captioning, LLC					
Physical Address	310 East 34th Street, Austin, TX 78705					
Is Firm located in the Corporate City Limits? (circle one)	Yes YES			No XXX		
In business at this location for past 5 yrs?	Yes YES			No XXX		
Location Type:	Headquarters	Yes	No XXX	Branch	Yes XXX	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name Texas Closed Captioning, LLC

1. Company's Name Travis County Commissioners Court - TCTV
Name and Title of Contact Al Jackson, Media Operations Manager
Present Address 700 Lavaca, Suite 1.200,
City, State, Zip Code Austin, TX 78701
Telephone Number (512) 854.9503 Fax Number (512) 480-0225
Email Address Al.Jackson@traviscountytx.gov

2. Company's Name AISD
Name and Title of Contact Oscar Paloma, Channel 22 TV/Media Coordinator
Present Address 3908 Avenue B, Room 116
City, State, Zip Code Austin, TX 78751
Telephone Number (512) 414-1011 Fax Number ()
Email Address _____

3. Company's Name KVUE-TV
Name and Title of Contact Frank Volpicella, News Director
Present Address 3210 Steck Avenue
City, State, Zip Code Austin, TX 78757
Telephone Number (512) 459-6521 Fax Number ()
Email Address fvolpicella@kvue.com

Section 0835: Non-Resident Bidder Provisions

Company Name Texas Closed Captioning, LLC

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____



**ADDENDUM
REQUEST FOR PROPOSAL
CLOSED CAPTIONING SERVICES
CITY OF AUSTIN, TEXAS**

RFP: JRD0307

Addendum No: 1

Date of Addendum: April 2, 2015

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Questions and Answers:

Q1: What is the Brand and Model of the Caption Encoder used during Broadcast Production?

A1: The City uses an EEG HD490.

Q2: Does the Encoder receive Caption transmission via Modem?

A2: The City uses IP to receive Caption transmissions.

Q3: What is the Brand and Model of the Audio Feed hardware used by the remote Captioner to hear a Live Broadcasted meeting?

A3: The City uses the Captioner logs into iCap through the EEG HD490.

Q4: Would the City welcome pro bono Technical Support during Live Caption provision and anytime it is needed?

A4: The City would expect any vendor to work with our team to resolve technical issues.

2.0 Add the following to Paragraph 3.1 of the 0500 – Scope of Work:

Or hold similar certifications for Captioners and/or five years of verifiable experience.

3.0 Delete Paragraph 4.B of the 0600 – Proposal Preparation Instructions and Evaluation Factors document and replace with the following:

B. Evaluation Factors: Maximum 100 points.

i. System Concept and Solutions Proposed (Grasp of the requirement and its solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation.)

25-35 POINTS

ii. Demonstrated Applicable Experience and Personnel Qualifications

15-35 POINTS

iii. Total Evaluated Cost

50-20 POINTS

iv. LOCAL BUSINESS PRESENCE (Maximum 10 points)

10 POINTS

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- v. The City will score proposals on the basis of item 1-5 above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for interviews with the City. (Maximum 25 points)

25 POINTS

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:  4/2/2015
 Jonathan Dalchau, Senior Buyer
 Purchasing Office
 Date

ACKNOWLEDGED BY:  4/10/15
Texas Closed Captioning
 Vendor Name Authorized Signature Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas *with your bid.*
Failure to do so may constitute grounds for rejection of your bid.

**ATTACHMENT A - COST SHEET
CITY OF AUSTIN ("CITY")
CLOSED CAPTIONING OF CITY COUNCIL MEETINGS**

Solicitation No.: RFP JRD0307

Special Instructions:

Your Bid shall include all labor, equipment, supervision, supplies, insurance, transportation and any other costs necessary to perform the services as detailed in Section 0500 - Scope of Work.

The quantities listed are annual estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term.

SECTION 1.A: HOURLY LABOR RATE FOR BROADCAST MEETINGS

LINE ITEM NO.	DESCRIPTION	VENDOR BUSINESS HOURS FOR TIME PERIOD	UNIT PRICE TO CITY	UNIT	ESTIMATED ANNUAL QUANTITY	EXTENDED PRICE
1.1	LABOR RATE PER HOUR - For Services Provided during normal business hours; Monday through Friday (Ex: 8:00 AM to 5:00 PM)	5:00 am to midnight	\$110.00	Hourly	1000	\$110,000.00
1.2	LABOR RATE PER HOUR - For Services Provided after normal business hours, Monday through Friday (Ex: 5:00 PM to 8:00 AM)	Midnight to 5:00 am	\$150.00	Hourly	20	\$3,000.00
1.3	LABOR RATE PER HOUR - For Services Provided during normal business hours; Saturday and Sunday (Ex: 8:00 AM to 5:00 PM)	5:00 am to midnight	\$110.00	Hourly	15	\$1,650.00
1.4	LABOR RATE PER HOUR - For Services Provided after normal business hours, Saturday and Sunday (Ex: 5:00 PM to 8:00 AM)	Midnight to 5:00 am	\$150.00	Hourly	5	\$750.00

SECTION 1.B: RATES FOR ADDITIONAL OPTIONAL SERVICES

LINE ITEM NO.	DESCRIPTION	UNIT PRICE TO CITY	UNIT	ESTIMATED ANNUAL QUANTITY	EXTENDED PRICE
1.5	LABOR RATE PER HOUR - For 100% Accurately Closed Captioning on a Non-Broadcast Video (Reference 0500 Scope of Work, Paragraph 2.2.1.)	\$300.00	Hourly	20	\$6,000.00
1.6	RATE TO SEND A CAPTIONED FILE - For a Digital File already Captioned in a requested format - ex: file from Line Item No. 1.5 (Reference 0500 Scope of Work, Paragraph 2.2.2.)	\$180.00	File	12	\$2,160.00
1.7	FILE PER MEETING - For Providing an Electronic File within 12 hours of meeting completion (Reference 0500 Scope of Work, Paragraph 2.2.3.)	\$25.00	File	10	\$250.00
1.8	LABOR RATE PER HOUR - For Providing Real Time and/or Post Production Captioning in Spanish (Reference 0500 Scope of Work, Paragraph 2.2.4.)	\$200.00	Hourly	8	\$1,600.00

TOTAL FOR SECTION 1 = \$125,410.00

REVISED 2015 AUSTIN CITY COUNCIL MEETING DATES

Council Work Session	Budget Work Session	Council Meetings	Cancelled Dates
			January 1, 2015
			January 8, 2015
			January 15, 2015
			January 22, 2015
January 27, 2015		January 29, 2015	
			February 5, 2015
February 10, 2015		February 12, 2015	
			February 19, 2015
February 24, 2015		February 26, 2015	
March 3, 2015		March 5, 2015	
March 10, 2015		March 12, 2015	
			March 19, 2015
March 24, 2015		March 26, 2015	
March 31, 2015		April 2, 2015	
			April 9, 2015
April 14, 2015		April 16, 2015 (Zoning)*	
April 21, 2015	April 22, 2015 (9:30 AM – 4:30 PM)	April 23, 2015	
			April 30, 2015
May 5, 2015	May 6, 2015 (9:30 AM – 4:30 PM)	May 7, 2015	
May 12, 2015		May 14, 2015 (Zoning)*	
May 19, 2015		May 21, 2015	
			May 28, 2015
June 2, 2015		June 4, 2015	
June 9, 2015		June 11, 2015 (Zoning)*	
June 16, 2015		June 18, 2015	
			June 25, 2015
			July 2, 2015
			July 9, 2015
			July 16, 2015
			July 23, 2015
	July 30, 2015 (9:30 AM – 12:00 PM)		July 30, 2015
August 4, 2015		August 6, 2015 (Includes Setting the Proposed Maximum Tax Rate)	
August 11, 2015	August 10 & 12, 2015 (9:30 AM – 4:30 PM)	August 13, 2015 (Zoning)*	
August 18, 2015		August 20, 2015 (Includes Budget/Tax Rate Hearing)	
	August 27, 2015 (Includes Budget/Tax Rate Hearing)		
	September 1, 2015 (9:30 AM- 4:30 PM)		September 3, 2015
September 8, 2015		September 8, 9, & 10 (Budget Readings – 9:30 AM, Sept. 10* includes Zoning Council meeting*)	
September 15, 2015		September 17, 2015	
			September 24, 2015
September 29, 2015		October 1, 2015	
October 6, 2015		October 8, 2015 (Zoning)*	
October 13, 2015		October 15, 2015	
			October 22, 2015
			October 29, 2015
November 3, 2015		November 5, 2015	
November 10, 2015		November 12, 2015 (Zoning)*	
November 17, 2015		November 19, 2015	
			November 26, 2015
			December 3, 2015
December 8, 2015		December 10, 2015 (Zoning)*	
December 15, 2015		December 17, 2015	
			December 24, 2015
			December 31, 2015

* The second City Council meeting of the month would be primarily reserved for zoning matters.

ATTACHMENT C COUNCIL COMMITTEE SCHEDULE

Ten Council Committees have been formed to discuss Council Items. Attached is a list of the Council Members who are part of each Committee. They will meet once a month at City Hall either in the Boards & Commissions room (B/C) or Council Chambers (Chambers). The committees are:

- **Audit & Finance** – 4th Wednesday in B/C from 9:00 am – 12:00 pm
- **Austin Energy** – 4th Thursday in Chambers from 9:00 am – 12:00 pm
- **Economic Opportunity, Tech, Innovation & Creative Industries** – 2nd Monday in B/C from 2:00 pm – 5:00 pm
- **Health & Human Services** – 1st Monday in Chambers from 4:00 pm – 7:00 pm
- **Housing & Community Development** – 4th Wednesday in Chambers from 4:00 pm – 7:00 pm
- **Mobility** – 1st Wednesday in B/C from 3:00 pm – 6:00 pm
- **Planning & Neighborhoods** – 3rd Monday in Chambers from 4:00 pm – 7:00 pm
- **Public Safety** – 4th Monday in B/C from 4:00 pm – 7:00 pm
- **Public Utilities** – 3rd Thursday in B/C from 3:00 pm – 6:00 pm
- **Open Space, Environment & Sustainability** – 4th Wednesday in B/C from 2:00 pm – 5:00 pm

TEXAS CLOSED CAPTIONING, LLC
SOLICITATION NUMBER RFP JRD0307

Part I - Business Organization: State the full name and address of your organization, identify the parent company if you are a subsidiary. Specify any branch offices or other subordinate element that will perform, or assist in performing the requested tasks. Indicate whether you operate as a partnership, corporation, or individual. Include the State where you are incorporated or licensed to operate.

Texas Closed Captioning, LLC
310 East 34th Street
Austin, TX 78705

Texas Closed Captioning, LLC, (TCC) is an Austin, locally-operated, woman-owned, small business. We are incorporated and licensed to operate in Texas.

B. Part II - System Concept and Solution: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal. Specifically indicate:

a. Provide information about the Real Time Captioning Services showing a translation rate with a minimum of ninety-nine percent (99%) rate and total error count of five percent (5%) or less.

TCC is the most experienced broadcast captioning firm in Central Texas, if not all of Texas, and most of the United States. We have provided live captioning services since 1990 for a myriad of events: Live captioning for television stations, governmental entities, software companies, job trainings, webinars, onsite presidential speeches, gubernatorial speeches and debates, concerts, lectures, plays, sporting events and many other venues.

We have provided captioning for the City of Austin since 1999. We have provided captioning for regular meetings, works sessions, special sessions, committee meetings, press conferences, Mayor's Committee on Persons with Disabilities meetings, and many other meetings and events over the past 15 plus years.

All of our captioners are highly qualified and meet the minimum standards set forth in the RFP. The certifications listed are somewhat dated, and there are currently NCRA licenses specifically for captioners. All of our captioners hold the Certified Shorthand Reporter certificate (the most basic certification which pertains to court reporting, not captioning), the Certified Realtime Reporter, Certified Broadcast Captioner, Certified CART Provider and Registered Professional Reporter certifications. Many of us hold higher certifications, including the Registered Merit Reporter, which is a 260 word per minute test, and Texas CART certifications, which are real-time tests that are ranked from Level I (beginner) up to Level V (master). We maintain a minimum of 99% translation rate and error count of 5% of less.

TEXAS CLOSED CAPTIONING, LLC
SOLICITATION NUMBER RFP JRD0307

The majority of captioners providing services live in the Austin and Central Texas area or have lived here in the past and are familiar with the local governance and nomenclature of the City.

Certifications are attached.

b. Describe and list the software and hardware equipment to be used in the fulfillment of this contract.

TCC utilizes Accucap captioning software, which is a product of Advantage Software and is also known as Eclipse. We can connect to any encoder via TCP/IP, modem or iCap software. Channel 6 now exclusively uses iCap software for sound and encoder and we have done extensive testing and troubleshooting with them to ensure high quality sound and through-put of captions. We do not charge for troubleshooting or testing. All captioners have duality of equipment.

c. Show your ability to meet the required schedule and response times.

Because we have been providing closed captioning for the City of Austin for many years, we are aware of the schedules and response times for captioning. We have often provided captioning with very short notice and will continue to do so. TCC can provide services remotely and onsite. Requests for onsite services should be made with as much advance notice as possible. We have four captioners routinely assigned to City Council meetings and have a large additional pool of captioners we can utilize if needed. Our company's philosophy is to assign the same three or four captioners for each client, so that the quality remains consistent and to ensure that the captioners are knowledgeable and experts on that particular assignment.

d. Provide information detailing your understanding of the requirement presented in the Section 2.2 - Additional Optional Services of the Scope of Work and your recommended solution. Provide rates and the technical plan for accomplishing required work.

For providing post-production caption files, we utilize professional software recognized in the industry to accomplish this task. Further details regarding software utilized can be disclosed privately. The audio and/or video file is uploaded to a shared drive (Dropbox or Google). The file is retrieved and transcribed using accepted standards in the industry. The transcribed file is then timecoded to match the video file. The requested file format output is delivered to City of Austin by the date/time specified and the City of Austin will merge the file into their video format. All digital formats are supported and closed captioning can be easily added via the specific platform used to create the media. Turnaround time is five business days from receipt of uploaded video. There is an upcharge for technical, poor audio and faster turnaround times.

TEXAS CLOSED CAPTIONING, LLC
SOLICITATION NUMBER RFP JRD0307

e. If applicable include time-related displays, graphs, and charts as necessary.

Not necessary

C. Part III – Qualifications and Experience: Demonstrate your experience in live broadcast captioning and delivering services to a similar scope on a similar scale. Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Include names and qualifications of all professional personnel who will be assigned to this project. Demonstrate there is adequate staff to provide at least three qualified Captioners per City Council meeting. Provide all resumes and certifications of the personnel who will be assigned to this project including years of experience, translation and error rates.

We have provided captioning for the following agencies that have a very similar scope of work:

**City of Austin
Travis County Commissioners Court
Austin Independent School District
Austin Community College Board of Trustees**

We work for many other entities and could provide a confidential client list if so required. We have approximately 20 captioners that we use on a regular basis and have four that we typically assign to council meetings. The four of us listed have worked on council meetings since 1999 and meet all the criteria.

**The primary captioners assigned to work for City of Austin are:
Terry S. McGinty, CSR, RPR, RMR, RDR, CRR, CBC, CCP, CART V
Polly Fife, CSR, RPR, CRR, CBC, CART V
Candie Brickner, CSR, RPR, RMR, CRR, CBC
Whitney Riley, CSR, RPR, CRR, CBC, CCP, CART Level V**

Certificates and resumes are attached.

D. Part IV - Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

**Terry S. McGinty, President/Owner
310 E. 34th Street
Austin, TX 78705
512.924.0210**

E. Part V - Cost Proposal: The Proposer shall submit their cost proposal in the format as outlined in Attachment A – Cost Sheet. The Proposed Cost shall include any and all associated fees and expenses incurred

TEXAS CLOSED CAPTIONING, LLC
SOLICITATION NUMBER RFP JRD0307

by the Proposer for the cost of doing business. The Proposer may, at its option, submit an alternate cost proposal utilizing an alternate methodology. However, the City reserves the right to reject any alternate cost proposals if it is determined that the proposal cannot be objectively evaluated when compared to other proposals.

Attached

Terry S. McGinty

310 E. 34th Street, Austin, TX 78705

512-480-0225

texascaption@gmail.com
www.texascaption.com

LICENSES AND CERTIFICATES

- ◆ Registered Professional Reporter, November 1982
- ◆ Texas Certified Shorthand Reporter, February 1983
- ◆ Registered Merit Reporter, November 1989
- ◆ Certified Realtime Reporter, April 1994
- ◆ Registered Diplomate Reporter, November 1997
- ◆ CART Level V, June 2000
- ◆ Certified CART Provider, November 2004
- ◆ Certified Broadcast Captioner, November 2005

EXPERIENCE

1990-Present, Owner, Texas Closed Captioning
Providing live captioning of local news broadcasts, television specials, City Council, County Commissioners, ACC School Board, and various other meetings and news events. Also providing CART, Communication Access Realtime Translation, (non- broadcast captioning) for state agencies, graduation ceremonies, university classes, job trainings, theater productions and other events.

1981 to 2000, Freelance court reporter in Oklahoma and Texas

AWARDS and SEMINARS

Steve Hodges Foundation Award, for Service to Deaf and Hard of Hearing Community in Austin, TX, 1997
Travis County Services for the Deaf, Award for Quality Captioning Services
Self Help for hard of Hearing, Helping Hand Award, Volunteer Service Provider for Persons who are Deaf and Hard of Hearing, 2003
Presenter at numerous seminars and trainings on captioning and CART at state-wide and national conventions for CART providers and captionists, 1990 to present
President of Texas CART Foundation, 2006 to present
Liaison, Deaf and Hard of Hearing Committee, Texas Court Reporters Association, 2006 to present

NATIONAL COURT REPORTERS ASSOCIATION



TERRY S. MCGINTY

AS BEEN REPORTED AS A CERTIFIED BROADCAST CAPTIONER UNDER
ARTICLE 10.1 OF THE CONSTITUTION OF THE ASSOCIATION

12/31/2009
Machine Shorthand
2280
No 40555

Terry S. McGinty

IS HEREBY AWARDED THE
CERTIFIED REALTIME REPORTER (CRR)

CERTIFICATION IN RECOGNITION OF THE
SKILL AND COMPETENCE NECESSARY TO PASS THE
REALTIME SKILLS EXAMINATION WITH
A MINIMUM OF 96% ACCURACY

TWENTY-SECOND DAY OF APRIL, 1994

Brian E
EBCRT

NATIONAL COURT REPORTERS ASSOCIATION



THIS ASSOCIATION HEREBY AWARDS THIS

CERTIFIED BROADCAST CAPTIONER

CERTIFICATE TO

Terry S. McGinty

ON

NOVEMBER 5, 2005

FOR HAVING DEMONSTRATED THE SKILLS AND EXCELLENCE REQUIRED FOR PASSING THE
CERTIFIED BROADCAST CAPTIONER EXAMINATION CONSISTING OF A WRITTEN KNOWLEDGE TEST AND
A LITERARY SKILLS TEST WITH A MINIMUM OF 96% ACCURACY; AND COMMITTING TO A PROCESS OF
CONTINUED IMPROVEMENT THROUGH CONTINUING EDUCATION AND SKILL DEVELOPMENT; AND
FOR BEING A PROFESSIONAL MEMBER IN GOOD STANDING THROUGH

DECEMBER 31, 2006



Mark J. Golden

MARK J. GOLDEN, EXECUTIVE DIRECTOR

NATIONAL COURT REPORTERS ASSOCIATION

MEMBERSHIP CARD

Terry S. McGinty, RDR, CRR, CBC, CCP

Registered Member

12/31/2008

MEMBERSHIP ID#
8920



8224 Old Courthouse Rd., Vienna, VA 22182-3808
800-272-6272 • FAX: 703-556-6291

Certificate of Achievement

This is to certify that

Terry McGinty

has successfully passed the

Level 5 - 210 wpm

Communication Access Realtime Translation (CART) Test

Administered by the

TCRA CART Foundation

on June 17, 2000 in
Austin, Texas

Donna L. Collins

Donna L. Collins
President
TCRA CART Foundation

Janet H. Morrow

Janet H. Morrow
Executive Director
Texas Court Reporters Association

NATIONAL COURT REPORTERS ASSOCIATION



THE REGISTERED MERIT REPORTER

IS HEREBY AWARDED TO

Terry S. McGinty

ON

NOVEMBER 4, 1989

FOR HAVING ATTAINED AN ADVANCED LEVEL OF PROFICIENCY IN THE FIELD OF COURT REPORTING BY SUCCESSFULLY COMPLETING THE REGISTERED MERIT REPORTER EXAMINATION CONSISTING OF A WRITTEN KNOWLEDGE TEST AND A SKILLS TEST DICTATED AT SPEEDS OF
200 WORDS PER MINUTE ON LITERARY MATTER
240 WORDS PER MINUTE ON JURY CHARGE
260 WORDS PER MINUTE ON TESTIMONY
AND FOR BEING A REGISTERED MEMBER IN GOOD STANDING THROUGH DECEMBER 31,
1995

Brian E. Cartier
EXECUTIVE DIRECTOR

NATIONAL COURT REPORTERS ASSOCIATION



REGISTERED DIPLOMATE REPORTER

IS HEREBY AWARDED TO

Terry McGinty

ON

NOVEMBER 1, 1997

FOR HAVING ACHIEVED THE HIGHEST LEVEL OF PROFICIENCY
IN THE FIELD OF COURT REPORTING BY SUCCESSFULLY COMPLETING THE REGISTERED
DIPLOMATE EXAMINATION WHICH RECOGNIZES THE ACHIEVEMENT OF EXCELLENCE
IN FOLLOWING DOMAINS: REPORTING; TRANSCRIPTION; PRODUCTION; MANAGEMENT; EDUCATION;
MARKETING AND PROFESSIONAL ISSUES AND FOR BEING A REGISTERED MEMBER IN GOOD STANDING THROUGH
DECEMBER 31, 1997

Brian E. Carter
EXECUTIVE DIRECTOR

NATIONAL COURT REPORTERS ASSOCIATION



THIS ASSOCIATION HEREBY AWARDS THIS

CERTIFIED CART PROVIDER

CERTIFICATE TO

Terry S. McGinty

ON

NOVEMBER 6, 2004

FOR HAVING DEMONSTRATED THE SKILLS AND EXCELLENCE REQUIRED FOR PASSING THE
CERTIFIED CART PROVIDER EXAMINATION CONSISTING OF A WRITTEN KNOWLEDGE TEST AND
A LITERARY SKILLS TEST WITH A MINIMUM OF 96% ACCURACY; AND COMMITTING TO A PROCESS OF
CONTINUED IMPROVEMENT THROUGH CONTINUING EDUCATION AND SKILL DEVELOPMENT; AND
FOR BEING A PROFESSIONAL MEMBER IN GOOD STANDING THROUGH

DECEMBER 31, 2005



Certified CART Provider

Mark J. Golden
EXECUTIVE DIRECTOR

National Shorthand Reporters Association



THIS CERTIFIES THAT

Terry S. McGinty

HAVING SATISFACTORILY PASSED THE WRITTEN KNOWLEDGE TEST
AND THE CERTIFICATE OF PROFICIENCY TEST CONSISTING OF

LITERARY MATTER AT 100 WORDS PER MINUTE
JURY CHARGE AT 120 WORDS PER MINUTE
TESTIMONY AT 125 WORDS PER MINUTE

IS HEREBY RECOGNIZED AS A

REGISTERED PROFESSIONAL REPORTER

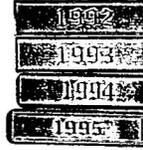
AND IS A PROFESSIONAL MEMBER

IN FULL STANDINGS THROUGH DECEMBER 31,

1982

1983
1984
1985
1986
1987
1988

1989
1990



Charles H. Hayes
SECRETARY

NATIONAL COURT REPORTERS ASSOCIATION



THIS ASSOCIATION HEREBY AWARDS THIS

CERTIFIED BROADCAST CAPTIONER

CERTIFICATE TO

Polly A. Fife

ON

NOVEMBER 5, 2005

FOR HAVING DEMONSTRATED THE SKILLS AND EXCELLENCE REQUIRED FOR PASSING THE CERTIFIED BROADCAST CAPTIONER EXAMINATION CONSISTING OF A WRITTEN KNOWLEDGE TEST AND A LITERARY SKILLS TEST WITH A MINIMUM OF 96% ACCURACY; AND COMMITTING TO A PROCESS OF CONTINUED IMPROVEMENT THROUGH CONTINUING EDUCATION AND SKILL DEVELOPMENT; AND FOR BEING A PROFESSIONAL MEMBER IN GOOD STANDING THROUGH

DECEMBER 31, 2006



A handwritten signature in black ink, appearing to read "Mark J. Golden", written over a horizontal dashed line.

MARK J. GOLDEN, EXECUTIVE DIRECTOR

NATIONAL COURT REPORTERS ASSOCIATION



Polly A. Fife

IS HEREBY AWARDED THE

CERTIFIED REALTIME REPORTER

CERTIFICATION IN RECOGNITION OF THE
SKILL AND COMPETENCE NECESSARY TO PASS THE
REALTIME SKILLS EXAMINATION WITH
A MINIMUM OF 96% ACCURACY

SECOND DAY OF MAY, 1998



Brian E. Cartier

NATIONAL COURT REPORTERS ASSOCIATION



THIS ASSOCIATION HEREBY AWARDS THIS
REGISTERED PROFESSIONAL REPORTER
CERTIFICATE TO

Polly A. Fife

ON
NOVEMBER 1, 1997

FOR HAVING SATISFACTORILY PASSED THE REGISTERED PROFESSIONAL REPORTER EXAMINATION CONSISTING OF A
WRITTEN KNOWLEDGE TEST AND A SKILLS EXAMINATION AT DICTATED SPEEDS OF
180 WORDS PER MINUTE ON LITERARY MATTER
200 WORDS PER MINUTE ON JURY CHARGE
225 WORDS PER MINUTE ON TESTIMONY
AND IS A PROFESSIONAL MEMBER IN GOOD STANDING THROUGH DECEMBER 31

1997



Brian E. Cartier

CERTIFICATE OF ACHIEVEMENT

This is to certify that

Polly Fife

has successfully passed the

Level V - 210 wpm

Communication Access Realtime Translation (CART) Test

Administered by the

TCRA CART Foundation

on June 22, 2002 in
Montgomery, Texas

Donna L. Collins

Donna L. Collins
President
TCRA CART Foundation

Janet H. Morrow

Janet H. Morrow
Executive Director
Texas Court Reporters Association

CANDIE L. BRICKNER
Certified CART Provider
Certified Broadcast Captioner
Certified Realtime Reporter
Certified Court Reporter
Registered Merit Reporter
Registered Professional Reporter

EXPERIENCE:

Broadcast Captioner - August 1990 to present. Realtime closed captioning of newscasts, city and county government meetings, legislative proceedings, public television programs, church services.

CART Reporter - January 1997 to present. Realtime translation of seminars, meetings, classroom courses, legislative proceedings.

Freelance Court Reporter - June 1982 to December 2001.

EDUCATION:

Associate's Degree in Business - Court Reporting, December 1976, American Institute of Commerce, Bettendorf, Iowa.

CERTIFICATIONS:

Certified CART Provider – November 2005
Certified Broadcast Captioner – December 2004
Missouri Certified Court Reporter – July 2002
Certified Realtime Reporter - May 1998
Texas Certified Shorthand Reporter - November 1989
Registered Merit Reporter - November 1988
Registered Professional Reporter - November 1982
Iowa Certified Shorthand Reporter - June 1982

PROFESSIONAL ASSOCIATIONS:

National Court Reporters Association
Cochlear Implant Club

CAPTIONING SOFTWARE: Eclipse Accucap

References available upon request.

National Shorthand Reporters Association



THIS CERTIFIES THAT

Candie L. Jeffries

HAVING SATISFACTORILY PASSED THE WRITTEN KNOWLEDGE TEST
AND THE CERTIFICATE OF PROFICIENCY TEST CONSISTING OF
LITERARY MATTER AT 180 WORDS PER MINUTE
JURY CHARGE AT 200 WORDS PER MINUTE
TESTIMONY AT 225 WORDS PER MINUTE

IS HEREBY RECOGNIZED AS A
REGISTERED PROFESSIONAL REPORTER
AND IS A PROFESSIONAL MEMBER
IN GOOD STANDING THROUGH DECEMBER 31
1982

Charles H. Hayes
EXECUTIVE DIRECTOR

FROM : TEXAS CAPTIONING
FAX NO. : 5124880025
Feb. 27 2001 12:19PM P2



In the name and by the authority of

The Supreme Court of the State of Texas

Be it known that

Candie L. Jeffries

having successfully met the Standards and Qualifications as heretofore established by the Provisions of Law and by the Supreme Court of Texas and upon the recommendation of the

COURT REPORTERS CERTIFICATION BOARD

is hereby certified as a

Certified Shorthand Reporter

in and for the State of Texas

and is awarded this Certificate as evidence thereof and assumes the responsibilities and obligations appertaining thereto.

Certification Number: 4478

Date Certified: October 20, 1989

Certification is limited to the use of:

Machine Shorthand

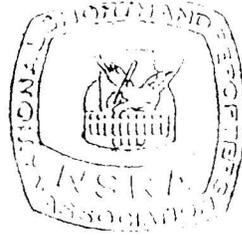
Unless renewed this certification expires on January 1st following the second anniversary of certification and every second year thereafter.

Thomas R. Phillips
CHIEF JUSTICE, SUPREME COURT OF TEXAS

[Signature]
CLERK, SUPREME COURT OF TEXAS

NATIONAL SHORTHAND REPORTERS ASSOCIATION

FOUNDED



1899

IN OFFICIAL RECOGNITION BY THIS ASSOCIATION OF THE ATTAINMENT OF AN UNUSUALLY HIGH DEGREE
OF TECHNICAL SKILL AND COMPETENCY AS A SHORTHAND REPORTER, THIS

CERTIFICATE OF MERIT

IS HEREBY AWARDED TO

Candie L. Jeffries

FOR HAVING SATISFACTORILY PASSED THE WRITTEN KNOWLEDGE TEST AND
FOR QUALIFYING ON COMPREHENSIVE EXAMINATIONS IN VERBATIM SHORTHAND REPORTING

CONDUCTED BY THIS ASSOCIATION AT DICTATED SPEEDS OF

200 words per minute on Literary Matter

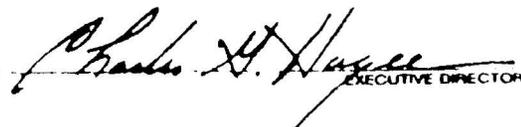
240 words per minute on Court's Charge to Jury

260 words per minute on Testimony

ALL OF SUCH DICTATED MATTER BEING TRANSCRIBED RAPIDLY AND WITH
AN UNUSUALLY HIGH DEGREE OF ACCURACY.

IN WITNESS WHEREOF THE NATIONAL SHORTHAND REPORTERS ASSOCIATION HAS CAUSED THIS

CERTIFICATE TO BE ISSUED THIS FIFTH DAY OF NOVEMBER, 1988


EXECUTIVE DIRECTOR

NATIONAL COURT REPORTERS ASSOCIATION



Candie L. Brickner

IS HEREBY AWARDED THE

CERTIFIED REALTIME REPORTER

CERTIFICATION IN RECOGNITION OF THE
SKILL AND COMPETENCE NECESSARY TO PASS THE
REALTIME SKILLS EXAMINATION WITH
A MINIMUM OF 96% ACCURACY

SECOND DAY OF MAY, 1998



Brian E. Cartier

EXECUTIVE DIRECTOR

NATIONAL COURT REPORTERS ASSOCIATION



THIS ASSOCIATION HEREBY AWARDS THIS
CERTIFIED BROADCAST CAPTIONER

CERTIFICATE TO

Candie L. Brickner

FOR HAVING DEMONSTRATED THE SKILLS AND EXCELLENCE REQUIRED FOR PASSING THE
CERTIFIED BROADCAST CAPTIONER EXAMINATION CONSISTING OF A WRITTEN KNOWLEDGE TEST AND
A LITERARY SKILLS TEST WITH A MINIMUM OF 96% ACCURACY; AND COMMITTING TO A PROCESS OF
CONTINUED IMPROVEMENT THROUGH CONTINUING EDUCATION AND SKILL DEVELOPMENT; AND
FOR BEING A PROFESSIONAL MEMBER IN GOOD STANDING THROUGH

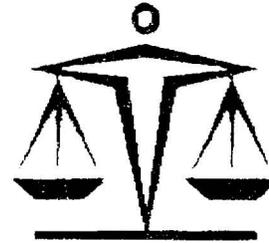
DECEMBER 31, 2005

CBC
Certified Broadcast Captioner

A handwritten signature in black ink, appearing to read "Mark J. Golden", is written over a horizontal line.

MARK J. GOLDEN, EXECUTIVE DIRECTOR

NATIONAL COURT REPORTERS ASSOCIATION



NCRA.
Guardians of the Record

THIS ASSOCIATION HEREBY AWARDS THIS

CERTIFIED CART PROVIDER

CERTIFICATE TO

Candie L. Brickner

ON

NOVEMBER 5, 2005

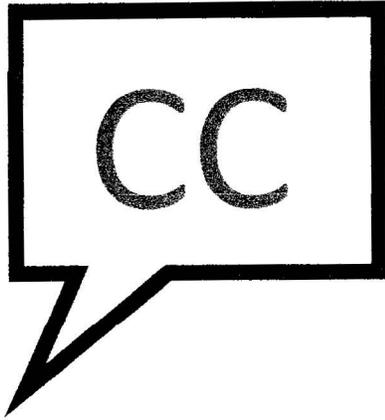
FOR HAVING DEMONSTRATED THE SKILLS AND EXCELLENCE REQUIRED FOR PASSING THE
CERTIFIED CART PROVIDER EXAMINATION CONSISTING OF A WRITTEN KNOWLEDGE TEST AND
A LITERARY SKILLS TEST WITH A MINIMUM OF 96% ACCURACY; AND COMMITTING TO A PROCESS OF
CONTINUED IMPROVEMENT THROUGH CONTINUING EDUCATION AND SKILL DEVELOPMENT; AND
FOR BEING A PROFESSIONAL MEMBER IN GOOD STANDING THROUGH

DECEMBER 31, 2006

CCP
CERTIFIED CART PROVIDER

A handwritten signature in black ink, appearing to read 'Mark J. Golden'.

MARK J. GOLDEN, EXECUTIVE DIRECTOR



Whitney L. Alden, CSR, RPR, CRR, CCP
CART Level V Certification, State of Texas
7730 Silver Spur Trail
Fair Oaks Ranch, Texas 78015
830-981-4494
210-325-5907

Curriculum Vitae
August, 2008

Education

Graduate of Tom C. Clark High School, 1981
Attended Southwest Texas State University, 1981-1982
Graduate of SACRI (San Antonio Court Reporting Institute) April 1989

Licenses and Certifications

Certified Shorthand Reporter, State of Texas, April 1989
Registered Professional Reporter, National, May 2000
Certified Realtime Reporter, National, November 2000
CART Level V Certification, State of Texas, April 2005
Certified CART Provider, National, November 2005

Previous experience

Began as a freelance reporter and transitioned into CART in 1995.

Began working with Texas Closed Captioning in 1999, providing live captioning of local news broadcasts, television specials, city council, county commissioners, school board and various other meetings and events.

Awards and Presentations

Awarded the Texas Commission for the Deaf and Hard of Hearing Mentoring Program contract to train CART providers in the San Antonio area.

Presenter at numerous seminars and trainings on captioning and CART.

Positions Held

Board member, TCRA CART Foundation, 2006 to present
President, TCRA CART Foundation, 2008 to present

NATIONAL COURT REPORTERS ASSOCIATION



THIS ASSOCIATION HEREBY AWARDS THIS
REGISTERED PROFESSIONAL REPORTER

CERTIFICATE TO

Whitney L. Alden

ON

MAY 6, 2000

FOR HAVING SATISFACTORILY PASSED THE REGISTERED PROFESSIONAL REPORTER EXAMINATION CONSISTING OF A
WRITTEN KNOWLEDGE TEST AND A SKILLS EXAMINATION AT DICTATED SPEEDS OF

180 WORDS PER MINUTE ON LITERARY MATTER

200 WORDS PER MINUTE ON JURY CHARGE

225 WORDS PER MINUTE ON TESTIMONY

AND IS A PROFESSIONAL MEMBER IN GOOD STANDING THROUGH

DECEMBER 31, 2000

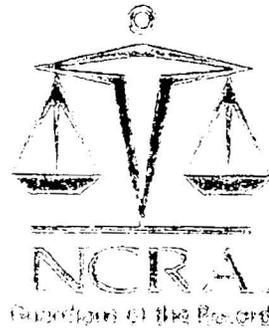


Registered Professional Reporter

A handwritten signature in black ink, appearing to read 'Mark J. Golden', written over a horizontal line.

MARK J. GOLDEN, EXECUTIVE DIRECTOR

NATIONAL COURT REPORTERS ASSOCIATION



Whitney L. Alden

IS HEREBY AWARDED THE
CERTIFIED REALTIME REPORTER

CERTIFICATION IN RECOGNITION OF THE
SKILL AND COMPETENCE NECESSARY TO PASS THE
REALTIME SKILLS EXAMINATION WITH
A MINIMUM OF 96% ACCURACY

FOURTH DAY OF NOVEMBER 2000



A handwritten signature in black ink, appearing to read 'Mark J. Golden', is written over a horizontal line.

MARK J. GOLDEN, EXECUTIVE DIRECTOR

NATIONAL COURT REPORTERS ASSOCIATION



THIS ASSOCIATION HEREBY AWARDS THIS
CERTIFIED CART PROVIDER

CERTIFICATE TO

Whitney L. Alden

ON

NOVEMBER 6, 2004

FOR HAVING DEMONSTRATED THE SKILLS AND EXCELLENCE REQUIRED FOR PASSING THE
CERTIFIED CART PROVIDER EXAMINATION CONSISTING OF A WRITTEN KNOWLEDGE TEST AND
A LITERARY SKILLS TEST WITH A MINIMUM OF 96% ACCURACY; AND COMMITTING TO A PROCESS OF
CONTINUED IMPROVEMENT THROUGH CONTINUING EDUCATION AND SKILL DEVELOPMENT; AND
FOR BEING A PROFESSIONAL MEMBER IN GOOD STANDING THROUGH

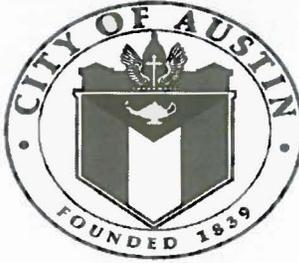
DECEMBER 31, 2005



Certified CART Provider

A handwritten signature in black ink, appearing to read 'Mark J. Golden'.

MARK J. GOLDEN, EXECUTIVE DIRECTOR



TO: Veronica Lara, Director
 Department of Small and Minority Business Resources

FROM: Jonathan Dalchau, Senior Buyer

DATE: March 13, 2015

SUBJECT: Request for Determination of Goals for Solicitation No. JRD0307

Project Name: Closed Captioning Services for City Meetings

Commodity Code(s): 91525

Estimated Value: Total Contract at \$660,000 (\$110,000/year)

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

This contract is for vendors qualified to provide real-time closed captioning services for regularly scheduled City Council meetings, City Council Work Sessions, and Mayor's Committee for People with Disabilities meetings.

The Departmental Point of Contact is: Keith Reeves at Phone: 512-974-7952

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-322-6586.

Approved w/ Goals Approved, w/out Goals

Recommend the use of the following goals based on the below reasons:

- a. Goals: _____% MBE _____% WBE
- b. Subgoals _____% African American _____% Hispanic
- _____% Native/Asian American _____% WBE

This determination is based on the following reasons: *there are no subcontracting opportunities. There are no MBE/WBE availability listed for this scope of service*

[Signature]

 Veronica Lara, Director

Date: 3-19-15

cc: Lorena Resendiz